

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SEATTLE TIMES COMPANY,

Plaintiff,

v.

LEATHERCARE, INC.; STEVEN RITT, an  
individual, and the marital community composed  
of STEVEN RITT and LAURIE ROSEN-RITT

Defendants and Third Party Plaintiffs

v.

TOUCHSTONE SLU LLC, a Washington limited  
liability company; TB TS/RELP LLC, a  
Washington limited liability company;  
AMERICAN LINEN SUPPLY CO., a  
Washington corporation; Does 1-20

Third Party Defendants.

NO. 2:15-cv-01901-TSZ

**STIPULATION AND ORDER ON  
LIABILITY UNDER CERCLA AND  
MTCA BETWEEN  
LEATHERCARE, INC. AND TB  
TS/RELP LLC**

**STIPULATION AND ORDER**

LeatherCare, Inc. ("LeatherCare") and TB TS/RELP LLC, by and through their  
undersigned attorneys, hereby stipulate to and request the Court to enter the following Order

STIPULATION AND ORDER ON LIABILITY UNDER CERCLA  
AND MTCA BETWEEN LEATHERCARE INC. AND TB TS/RELP  
LLC- 1  
Case No. 2:15-cv-01901-TSZ

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1 regarding liability in this action under the Comprehensive Environmental Response,  
2 Compensation, and Liability Act (“CERCLA”) and the Model Toxics Control Act (“MTCA”).

3 Based on the mutual stipulation of LeatherCare, Touchstone SLU LLC and TB TS/RELP  
4 LLC, the Court hereby ORDERS that:

5 1. LeatherCare and TB TS/RELP LLC enter into this stipulation for the limited  
6 purpose of establishing certain elements of claims under CERCLA and MTCA that would  
7 otherwise have to be proved in this case.

8 2. Regarding the real property referred to as the Troy Block at interest in this matter,  
9 there has been a “release” or threatened release of “hazardous substances” from a “facility” as  
10 those terms are defined under CERCLA, 42 U.S.C. §9601(9), (14), (22) and MTCA, RCW  
11 70.105D.020(8), (13), (32).

12 3. LeatherCare is a “former operator” as defined under CERCLA, 42 U.S.C.  
13 §9607(a)(2), and MTCA, RCW 70.105D.040(1)(b).

14 4. Touchstone SLU LLC is a prior owner and operator of the facility. Touchstone  
15 SLU LLC entered into Agreed Order No. DE 8996 with the Washington State Department of  
16 Ecology on May 12, 2012 (“Agreed Order”). Pursuant to the Agreed Order, Touchstone SLU  
17 LLC is a Potentially Liable Person under the Model Toxics Control Act, Chapter 70.105D RCW,  
18 in connection with the Troy Laundry Site. Touchstone entered into a First Amendment to the  
19 Agreed Order on or about August 28, 2013.

20 5. On March 28, 2013 Touchstone SLU LLC conveyed the Troy Block property to  
21 TB TS/RELP LLC via Special Warranty Deed.

22 6. Touchstone SLU LLC is a member of TB TS/RELP LLC.

23 7. TB TS/RELP LLC is the current “owner or operator” as defined under CERCLA,  
24 42 U.S.C. §9607(a)(1), and MTCA, RCW 70.105D.040(1)(a).

25 8. Touchstone SLU LLC and TB TS/RELP LLC have incurred “necessary costs of  
26 response” under CERCLA, 42 U.S.C. §9607(a)(4)(B), and “remedial action costs” under MTCA,

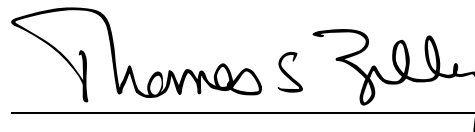
1 RCW 70.105D.080. Any response costs or remedial action costs incurred by Touchstone SLU  
2 LLC are now considered response costs or remedial action costs incurred by TB TS/RELP LLC.

3 9. The elements of liability under both CERCLA and MTCA as described in  
4 paragraphs 2 through 8, *infra*, are hereby established for purposes of LeatherCare's claims  
5 against TB TS/RELP LLC, and for purposes of TB TS/RELP LLC's claims against LeatherCare.

6 10. LeatherCare and TB TS/RELP LLC acknowledge that the amount (if any) that  
7 each party is liable for any "response costs" or "remedial action costs," and/or whether a claimed  
8 cost meets the definition of a "response cost" or "remedial action cost" under CERCLA or  
9 MTCA, are issues to be tried in this case. By entering into this mutual stipulation of liability, the  
10 parties do not intend to waive any defenses they may have other than the elements set forth in  
11 this stipulation. The parties do not waive any rights they may have to seek contribution from  
12 each other or from any other liable parties, under CERCLA, 42 U.S.C. §9607(a) or §9613(f), or  
13 MTCA, RCW 70.105D.080.

14 Pursuant to the parties' stipulation, IT IS SO ORDERED.

15 DATED this 25th day of May, 2017.

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19 Thomas S. Zilly  
20 United States District Judge  
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Presented by:

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s/ Jo Flannery

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